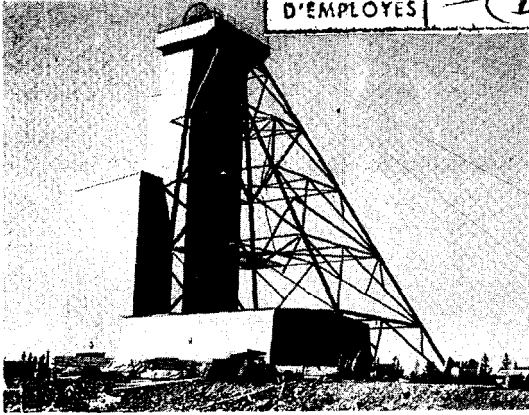


**AGREEMENT
BETWEEN**

SOURCE	CO.		
EFF.	88	07	05
TERM.	91	07	04
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	250		



**LAC MINERALS LTD.
(MACASSA DIVISION)**



**UNITED STEELWORKERS
OF AMERICA**

July 5th, 1988 to July 4th, 1991

0010903

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COLLECTIVE AGREEMENT between LAC MINERALS LTD., (Macassa Division) (hereinafter called "The Company") and United Steelworkers of America (hereinafter called 'The Union'),

ARTICLE 1 - GENERAL PURPOSE

1.01 The parties are agreed that the general purpose of this Agreement is to promote the mutual interests of the Company and its employees; to provide for the operation of the plant under methods which will further to the fullest extent possible the safety and welfare of the employees, economy and efficiency of operations and quantity of output, cleanliness to plant; to provide orderly collective bargaining relations between the Company and the Union; to secure prompt and equitable disposition of grievances; and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION AND COVERAGE

2.01 During the life of this Agreement, the Union shall be the sole and exclusive bargaining agency for all employees of the Company as designated in the certification granted to the Union by the Ontario Labour Relations Board on the 16th day of April, 1951. Should the Company activate the old Macassa Mill for Custom Milling, or expand its present Macassa Division gold mining operations, all the employees of the Company covered by the certification shall be covered and governed by the present collective agreement and the Union shall be the sole and exclusive bargaining agency for those employees.

2.02 The word “employee” or “employees” wherever used in this Agreement shall mean employees of the Company as defined in the certification mentioned above. Wherever the masculine gender appears in this agreement, it shall also mean the feminine gender, unless the context requires otherwise.

2.03 The supervising personnel will not do work normally performed by a member of the bargaining unit, except in the case of safety training, emergency cases, when the safety of the employee(s) or the security of the Company property is involved and in the case of demonstration to the employees. However, in a case when a skip /cagetender fails to report for work and a replacement cannot be found from the men at work, this shall be considered as an emergency and the supervisor shall then do whatever is necessary to assure that the work is performed. This would not apply in the event qualified people are not available for work. Also this would not apply where assignment is given to a workman, provided that a member of the bargaining unit is not deprived of overtime.

Guidelines - **This** clause is not intended to prohibit supervisors from aiding bargaining unit employees on “spur of the moment incidents”,

Examples are:

- re-railing** cars on loco's.
- handing tools to employees.
- where a heavy lift or push is required.
- where a bargaining unit employee mutually agrees to a short break, etc.

Note: It is not the Company's intention for supervisors to do work normally performed by a member of the Bargaining Unit except as mentioned above.

ARTICLE 3 - **MANAGEMENT** RIGHTS

3.01 The Management of the business and direction of the working force shall remain with **the** Company, including such rights, as for example, to hire, transfer, promote and discharge for just and reasonable cause (discharge is, however, subject to the grievance procedure and arbitration), to make reasonable rules in relation to procedure and conduct, to be the judge of the qualifications of the workers which **judgement will** not be made in an arbitrary or discriminatory manner, to decide on the number of employees needed at any time and to use improved methods and equipment, and all other management rights not taken away by this Agreement, provided none of the above shall nullify other clauses of this Agreement.

ARTICLE 4 - NO STRIKES, LOCKOUTS OR **DISCRIMINATION**

4.01 In view of the orderly procedure for settling grievances, it is agreed that there will be no **lock-outs**, strike, stoppage, slow-down or restrictions of out-put during the life of this Agreement. In case such action should occur in violation of this Agreement, then the Company shall have the right to discharge or discipline any or all of the employees taking part in or instigating the same. Before taking such action, the Company will confer with the Union Committee.

4.02

- (a) It is agreed that there shall be no **discrimination** by the Company or the Union against any employee because of his **non-affiliation** with any Union, or because of his race, colour, political **affiliation** or religious creed.

- (b) It is further agreed that there will be no solicitation of members, or other Union activity during the working hours, except as covered by this Agreement. This clause shall not be construed to prevent employees from engaging in casual conversation relating to Union affairs.
- (c) Without the consent of the Mine Manager or his delegate and except as provided in clause (b) of this Article, there shall be no solicitation or employees on Company property for membership in, support of, or contribution to any **organization** or group of persons regardless of the aims, purposes, politics or policies of any such **organization** or group.

4.03 There shall be no discrimination by the Company or the Union or its members against any person employed by the Company because of membership or non-membership in any Union.

ARTICLE 5 - UNION **COMMITTEE** AND STEWARDS

5.01 The Company acknowledges the right of the Union to appoint or otherwise select committees and a reasonable number of stewards. The Union shall advise the Company of the personnel serving on these committees and also the names of the stewards and of any changes in personnel and stewards before the Company will **recognize** them. They must be permanent employees. The Company shall supply the Union with the names of all its foremen, superintendents and other officers of the Company who may be called upon to perform any act in connection with this Agreement.

5.02 The Union acknowledges that stewards, members of committees and Union **officers** have regular duties to perform on behalf of the Company. Such persons will not leave their regular duties without receiving permission from their foreman or immediate supervisor, as noted below and such permission shall not unreasonably be withheld.

5.03 If it is necessary for a Steward or other employee to take time off during working hours **in** connection with a grievance, he must arrange with his immediate supervisor to be off at a time which will least interfere with the work; both parties will sign a slip agreeing on the amount of time lost and to be deducted. If the Company calls a conference, the Company will pay for the time used by the steward and committeemen.

5.04 Union Stewards - The employees shall be represented by stewards chosen by the Union. There shall be eleven **(11)** stewards as follows:

Underground - Day Shift **3**, Night Shift **3**.

Surface - Mill and Assay **1**, Mechanical and Electrical **1**, General Surface **1**.

2 designates to be used on surface or underground.

During periods of absence exceeding two **(2)** weeks **by any steward**, an alternate shall be appointed by **the Union**.

5.05 Grievance Committee - The Grievance Committee shall be composed of a chairman and a secretary together with any three stewards. It shall be the duty of the Grievance Committee to see that the terms of this Agreement are carried out, and to assist employees in presenting their grievances to the representative of the Company at Step Three **(3)** of Article **6**.

5.06 Entering Other Departments - If an investigation of a grievance involves the Steward and/or a member of the Grievance Committee entering any department or section of the mine or plant, other than their **authorized working places, the steward and/or member of the Grievance Committee must **first** make arrangements and obtain permission from his own Department Head and will be accompanied on such investigation by the Department Head, foreman or shift boss in the department or working place concerned. It is understood that the Steward **and/or** a member of the Grievance Committee investigating the grievance shall have the opportunity of consulting privately with the person or persons concerned.**

ARTICLE 6 - ADJUSTMENT OF COMPLAINTS AND GRIEVANCES

6.01 The methods of handling of complaints and grievances as set out herein, are with a view of effecting the early and satisfactory adjustment of same. The employee is urged to discuss the complaint with his shift boss, foreman, or other senior company staff, immediately after it originates so that the complaint may be quickly adjusted if possible.

6.02 The following procedure will be followed in the adjustment of grievances concerning the interpretation or alleged violation of this Agreement.

Step 1 - The employee may within seven (7) days present the matter to his immediate supervisor, assisted if desired, by his steward. Failing a settlement within four (4) days, **then,**

Step 2 - The employee, assisted by a steward or other member of the Grievance **Com-**
mittee, may within five (5) days after failure

to satisfactorily adjust the matter in Step 1, take the grievance up with the immediate superior of the shift boss or foreman, presenting the grievance in writing. The Company's reply shall be in writing. Failure to achieve a satisfactory settlement within seventy-two (72) hours, then,

Step 3 - The employee, assisted by a steward and/or other member of the Grievance Committee, and if desired, a National Representative of the Union may take the matter up with the Manager of the Company or his appointee within five (5) days after failure to satisfactorily adjust the matter in Step 2. Other representatives of the Company may be present if the Company so desires. The complete written record of the grievance shall be presented at this time. Failing satisfactory settlement, the matter may be referred to Arbitration as herein provided within twenty-one (21) days after the reply in this step.

6.03 Arbitration

- (a) Any arbitration case originating under the grievance procedure herein may be submitted to **arbitration** by one party notifying the other party in writing twenty-one (21) calendar days from the date the matter could have been settled under the regular grievance procedure herein.
- (b) In any case in which an arbitration shall be required under this Agreement, the arbitrator shall be mutually agreed upon by the parties within 30 days of the matter formally going to arbitration pursuant to the provisions hereof.

- (c) Should none of the members of the panel be available to set within sixty (60) days, then the Ontario Labour Management Arbitration Commission shall be requested to submit a list of seven (7) arbitrators from which the parties shall select an arbitrator by alternately striking names.
- (d) In the event of the parties not agreeing to an **arbitrator** within the time frame of 6.03 (b), then the Ontario Labour Management **Arbitration** Commission shall be requested to submit a list of seven (7) names from which the Parties shall select an **arbitrator** by alternately striking names.
- (e) Each party shall pay all expenses incurred in connection with the preparation of representation of its own case, including the fees and expenses of its own witnesses. The parties bear an equal share of the expense of the **arbitrator**. The parties shall make every reasonable effort to expedite the arbitration of grievances.
- (f) It is further understood that in no event shall the **arbitrator** have jurisdiction or authority to (i) add to, subtract from, modify, nullify, or in any way change the provisions of this Agreement; (ii) establish new wage schedules or change existing wage schedules or wage rates for specified job classifications.
- (g) Each party shall be entitled to be represented by counsel or otherwise, and to present evidence, to cross examine the witnesses of the other party, and to present arguments orally **and/or** in writing. When written arguments are submitted each party may reply once to the argument of the other party. When any written argument or brief is **filed** by a party with the arbitrator, a copy shall,

at the same time, be sent or given to the other party.

- (h) The **arbitrator** shall be requested to give his **award** within a period of **fifteen (15)** days **after** the close of the hearing.
- (i) No **person** who has sat in on meetings and efforts to settle the grievance may be appointed as an **arbitrator** in the case.
- (j) The **arbitrator** shall have the authority to substitute such other penalty for discharge or discipline as he deems just and reasonable under all circumstances.

6.04 General

- (a) Any differences **arising directly** between the Union and the Company concerning the interpretation or **alleged** violation of this **Agreement** may be submitted in writing by **either** party to the other at Step **Three** of the Adjustment of Complaints and Grievances.
- (b) Any grievance believed to affect more than one employee may be presented at Step Two.
- (c) When a grievance is adjusted in **favour** of an employee, it shall be **retroactive** to the date the grievance was presented in writing, except any dispute affecting an employee's **rate** of pay is settled in his favour, provided that the grievance was presented in writing **within** fifteen (15) days after the employee received his cheque for the pay period in which the grievance **first** occurred, any adjustment shall be made **retroactive** to the date the grievance first occurred. If the **grievance** was not presented before **the expiration** of such **fifteen (15)** day period, any adjustment shall be made effective as of the day the grievance was presented in writing. Any claim in relation to bonus earnings will be **first** taken up by the employee with the

Bonus Department. In this case, any settlement in **favour** of the employee will be **retro**-active to the **start** of the bonus period involved.

- (d) If it is not possible to follow all the Steps in **the** Grievance Procedure because some **de**-**partment** may have no Company **represent**-**ative**, then the next Step may be proceeded to.
- (e) Time Limits - In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and **Statutory** Holidays shall be excluded. Any and all times may at any time be extended by agreement in writing between the Company and the Union. If advantage of **the** provisions of this Article is not taken within the time limits specified herein, or as extended by mutual agreement in writing, the matter in dispute shall be deemed to have been abandoned, and may not be **re-opened**.
- (f) The Company and the Union shall agree on forms for presentation of grievances and **re**-**cord**ing of decisions.
- (g) The nature of the grievance and the remedy sought shall **be** set **forth** in the written record of the grievance at Step Two. The section(s) of this Agreement which are alleged to have been violated shall be set out in the written record of the grievance and is subject to change up to and including the **third** step of the Grievance Procedure.
- (h) Written absentee warnings shall be removed from the employees' files **after** four **(4)** months and shall not relate to other warnings.
- (i) An employee in the bargaining unit, upon request, made reasonably in advance, will be shown his records, that are on file, which

shall be corrected, if they **are** found to be inaccurate.

ARTICLE 7 - DISCHARGE CASES

7.01 The Company shall ensure that a Union Steward is present (at no additional cost to the Company) when an employee **with** seniority is being disciplined in the form of "time off without pay" **and/or** in cases of discharge.

7.02 If an employee be discharged and **if** he believes he has been unjustly discharged, he may have his grievance taken up under the Adjustment of Complaints and Grievances starting at Step **Three**, if presented in writing within seven (7) days after the date of his leaving the employ of the Company, and not otherwise. If said discharge is taken to arbitration, the Arbitrator may:

- (a) Sustain the discharge.
- (b) Reinstatement the employee **with full** pay for the time lost and with no loss of seniority.
- (c) Or take any other action he deems just within the limits of (a) and (b) above.

7.03 In any discharge or discipline arbitration it shall be incumbent upon the Company to establish just and reasonable cause for **their** action.

ARTICLE 8 - SENIORITY

8.01 Seniority **will** be **the** determining factor in matters affecting lay-offs, recalls, transfers, demotions and promotions only if the factors set **forth** below are approximately equal as between two or more employees, the ability and physical fitness of the employee to perform the available job in an efficient manner.

8.02 There shall be two types of seniority, namely **Departmental** and Plant Seniority. Plant Seniority shall apply within the plant and **Departmental** Seniority shall apply within each department of the plant.

8.03 **The** departments shall be as follows:

- (a) Underground
- (b) Mill and Assay
- (c) Mechanical and **Electrical**
- (d) General **Surface** and Dredging

8.04 **Plant** Seniority - is the relative ranking of employees within the plant established by length of continuous service with the Company.

8.05 **Departmental** Seniority - is the relative ranking of employees established within each **Department** by the length of continuous service with the **department** in which they are employed, from the date of **transfer** from another department or from the date and time of last **starting** to work in the **department** if they have never been transferred.

8.06 **Application of Plant Seniority** - In all cases where employees are laid off due to lack of work, plant seniority shall be the deciding factor provided the employee or employees are qualified to do the work which is available.

8.07 **Application of Departmental Seniority** - In all cases of posting to **fill** a vacancy other than promotions of a temporary nature (14 days or less) **departmental** seniority shall apply providing the employee affected has the necessary qualifications to **fill** the vacancy.

8.08 **Job Posting - The** Company shall post notice on the special bulletin **boards** Plant-wide stating

the location, job description, **rate** of pay and qualification of the job. At the same time, a copy will be sent to the Union. The notice shall be posted for five (5) working days. The **senior** man applying for the job will receive the appointment with three (3) days provided he can **fulfill** the normal requirements of the job. The Company may **fill** the vacancy temporarily while the notice is posted pending the filing of the vacancy **permanently**. If no suitable employee is found available as a result of job posting, the Company may **fill** the vacancy with a new employee, who will meet the posted job qualifications and **requirements**. When an employee has accepted a posted job he shall not again apply for a period of two (2) months. This does not apply to Line of Progression Jobs.

- (a) A vacancy to be filled **from** a posting exists when a man leaves a job for any reason and a replacement is required on a permanent basis, **or** a new job is created. The hiring of additional underground labourers at the minimum rate **is not** considered a vacancy.
- (b) The Company does not have to post a new **stope**, drift or raise, but preference will be given to men within these classifications not currently working in their classification. However, the Company will post notice prior to starting new **stopes and/or** the selection of new drift crews.
- (c) Employees shall be allowed to bid in their same **classification** once in **every** twelve (12) month period.
- (d) The location of the vacancy, if a **stope**, including level and **stope** number, will be shown on the posting.
- (e) Each job vacancy shall be posted separately.
- (f) Where a line of progression exists only the bottom job in the line need be posted.

- (g) Job posting application forms shall be made available by the Company and will be completed and signed by the employee applying for the posted vacancy. A copy of the posting will be given to the employee upon request.
- (h) When an employee has been accepted in conjunction with the job posting, he shall be given the posted job without any undue delay (meaning within 1 to 5 days), providing the vacancy still exists. The Company will inform the Union by mail of the successful applicant's name. The job vacancy created by the posting shall be posted immediately (unless in the case of line of progression or the job becomes redundant) in accordance with this section. In few job classifications, a delay may be necessary in order to obtain a replacement for the newly created job vacancy.
- (i) Where an employee is off work due to illness or vacation, his name may be posted in absentia providing the employee is capable of filling the job in a reasonable rime (completion of vacation).
- (j) Where a job vacancy occurs which is suitable for an employee who is unable through injury or illness or advancing years to perform his normal duties, job posting will be waived providing both Company and Union agree.
- (k) Fulfill the normal requirements of the job means the ability to perform the requirements of the job following an appropriate familiarization period. In the event an employee is unable or cannot satisfactorily perform the job, he shall be returned to his former position and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to his former position.

- (l) Employees who accept job posting for **sur-**face labour **or** mill labour will receive helper's rate.
- (m) Limited jobs are jobs of 3 months duration **or** longer. They shall be posted for vacancies where a replacement is required. These jobs are open to employees qualified to **fill the** vacancy. The posting shall state that the job is limited, and shall indicate the estimated duration of the job. Upon termination of a limited job, **the** employee filling **the** vacancy shall be returned **to** his classification and job location (if it **still** exists) in which he last worked which was not a limited job. Once an employee accepts a limited job, he will remain on the limited job for **its** duration, or **until** such time as the limited job becomes permanent. The parties agree that the employee who accepts a limited job **will** not create more than one **(1)** vacancy.

8.09 Temporary **Transfers** - If an employee is temporarily transferred, he shall receive the rate **for** the job or his regular rate, whichever is **the** greater.

- (a) During the period of October 1st to April 30th, Underground employees shall be given a 24 hour advance notice of transfer to Surface job.

8.10 A newly-hired employee, except employees **hired** for season work not exceeding four **(4)** months shall be considered on probation and shall have no seniority rights **during the first** forty-five **(45)** shifts worked, **during** which time he shall be subject to transfer, demotion, layoff, dismissal, **or** discharge at the Company's discretion. **After** completion of such probationary period, seniority shall date from the beginning of such probationary

period. In the case of an employee **hired** for seasonal work, who shall be so advised when hired, he shall be considered on probation for four (4) months under the regulations set out herein.

8.11 Seniority shall be maintained and accumulated during:

- (a) Absence due to layoff;
- (b) Sickness or accident subject to medical evidence.

8.12 Loss of Seniority - An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

- (a) voluntarily quits;
- (b) is justifiably discharged and not reinstated under the grievance or arbitration procedures;
- (c) uses a leave of absence for a purpose different than that for which the leave of absence was granted;
- (d) is laid off and fails to return to work within fifteen (15) days from the date of mailing of notice to **return**, by registered mail, to his last known address, and
- (e) is on lay-off from lack of **work** for a period of more **than** twenty-four (24) consecutive months.
- (f) is absent from work for more than seven (7) consecutive working days without notifying the Company;
- (g) **retires or is retired** on pension.

8.13 Seniority Lists - The Company will post in each **department** a list showing the Plant and **Departmental Seniority**, and the current classification of each employee. The list will be corrected and brought up to date **every six (6)** months. An employee may make a complaint as to

the **correctness** of his seniority to his supervisor and lot to the Main Office. When the seniority lists are posted, **three (3)** of the same, will be marled to **the** Union.

8.14 Employees laid off due to a curtailment of operations shall be called back on the inverse order to that in which they have been laid off provided each employee has the qualifications to do the job which is available. When recalling employees who retain their seniority, the Company will notify the employee by registered mail stating the job which is available and the time of **starting** which shall not be less than ten **(10)** days **from** the date of mailing of the letter. At the same time, a copy of the letter in question would be mailed to the Union. The notice will be sent to the last **address** of the employee on record with **the** Company. Failure to notify the Company in writing within five **(5)** days if possible following the mailing of such notice by the Company **that** the employee will report **for** work at the time specified, or having so notified the Company, failure to **report** at the time stated on the notice, shall be considered as termination of employment.

8.15 Leave of Absence - Leave of absence will be granted as indicated and upon the following conditions:

- (a) The Company will grant **short term** leave of absence to employees selected by the Union to attend schools and seminars.
- (b) An employee **will** be granted leave of absence for reasonable time **for** good cause, if he can be spared.
- (c) Not to exceed four **(4)** employees per year may be granted leave of absence to attend Union conventions provided the Company is given at least two **(2)** weeks notice in

writing and **the** men can be spared and the leave of absence will not exceed four (4) weeks per year.

- (d) Any Leave of Absence will be without pay. However, **the** Company will grant to a member(s) of the Union Executive a leave of absence in order to deal with the matters of the Union up to an aggregate total of twenty-five (25) days per year in year one (1) and year **two** (2) and **thirty** (30) days per year in year **three** (3) paid at the regular basic hourly rate of the employee, plus any applicable gold bonus. The Company also agrees to pay for the employee(s) benefits plan **during** the paid leave(s) of absence. Any request for leave of absence for Union business must be submitted in writing to the Mine Manager one (1) week in advance of such leave.
- (e) Any employee who absents himself from **work** without **first** obtaining permission **from** the Company or without sufficient reason such as proven sickness or accident shall be subject to discipline, demotion or discharge by the Company.
- (f) Any leave of absence shall be in writing and no such leave shall affect any employee's seniority rights when used for the purpose granted.
- (g) If an employee works **for** some other Company or person while on leave of absence, unless by written **pre-arrangement** with the Company, he shall be subject to discipline or discharge.
- (h) An employee who has been away on account of sickness or for **other reasons** will give the Company one day's notice of his **return** to work. In case such notice is not given, the employee may be required to wait up to one hour before punching in while a place is

being made ready for him. An employee who finds he will be unable to report for work because of sickness **or other** reasons will notify the Company or instruct a second party to notify the Company before the start of his shift.

8.16 Bereavement Leave

- (a) If he requests it, an employee will be **granted** a leave of absence of up to five (5) days for the purpose of attending **the** funeral of a member of his immediate family. If one or more of the said five (5) days would have been his **regularly** scheduled work days, the employee will be paid for eight (8) hours for such days at his basic hourly rate, plus applicable gold bonus. "Immediate Family" **shall** be mother, **mother-in-law**, father, father-in-law, brother, sister, wife, husband, spouse, children, son-in-law and **daughter-in-law**; and,
- (b) Up to **three (3)** days leave without loss of pay for the purpose of attending the **funeral** of grand-parents, grand-children, **sister-in-law** and brother-in-law. If one or more of the said **three (3)** days would have been his regularly scheduled **work** days, the employee will be paid for eight (8) hours for such days at his basic hourly **rate**, plus applicable gold bonus, and;
A one (1) day leave without loss of pay for the purpose of attending the funeral of his spouse's grand-parents. **If** the one (1) day would have been his **regularly** scheduled work day, the employee will be paid **for** eight (8) hours for such day at his basic hourly rate, plus applicable gold bonus.
- (c) If the death **or** funeral occurs at more than 350 miles from Kirkland **Lake**, the employee

be entitled to one **(1)** additional day leave without loss of pay, providing the death or **funeral** ate his regularly scheduled working days.

- (d)** The Union and the Company agree that the above terms shall include those **terms** as used and **defined** by the Family Law Reform Act in Ontario. The **term** “immediate family” as used in **8.16 (a)** and **8.16 (b)** shall mean the immediate family of the employee only.

8.17 Jury Service - An employee who is called and receives pay **from** the court for Jury Service **and/or for** Crown Witness Service **shall** be paid for each day of such service on which he otherwise would have been scheduled to work, the **difference** between eight hours pay at his regular straight time **hourly** rate and the amount that he receives **for Jury Service or** Crown Witness Service. The employee will present proof of **Jury Service or Crown Witness Service** and the amount of pay that he receives **therefore**.

8.18 In the **future**, if a batgaining unit employee leaves **or** has left the batgaining **unit** to accept a staff position he shall not be credited with any **seniority** in the bargaining unit during such absence. Only seniority acquired in the bargaining unit shall be credited if such an employee **returns** to the bargaining unit. However, this will not **affect** the employee’s overall seniority with respect to pension **or** vacations.

ARTICLE 9 - HOLIDAYS

9.01

- (a) Should an employee be required to work on:
- 1.** New Year’s Day **(x)**
 - 2.** Good Friday

3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. **Christmas** Day (x)
9. Boxing Day (x)

10. 5 Floaters

- * effective the second year of the agreement there will be six (6) Floaters.

he shall be paid for work performed on such day at time and one-half (1 1 / 2) of his applicable hourly tare, plus his holiday pay,

- (b) Christmas Day, Boxing Day and New Year's Day have been designated as Special Statutory Holidays (x). Thus, if an employee is required to **work** on one of the above holidays, he shall be paid for work performed on such day at double rime (2X) of his applicable hourly tare, plus his holiday pay.

9.02 **Floating** Holiday Guidelines

- (a) The choice of dare of the Floating Holidays will be at the discretion of the employee with the greater seniority, on the condition that he notifies his supervisor four (4) days in advance of day or days requested.
- (b) The maximum of sixteen (16) employees who may rake the Floating Holiday on the same day, shall be divided as follows:
Ten (10) from the Underground Department, two (2) from the Surface Department and two (2) from the Mechanical Department, one (1) from the Electrical Department and one (1) from the Mill/Assay/ Crushing Department.
- (c) Probationary employees will nor be entitled to any Floating Holidays and an employee

with less than six (6) months plant seniority will be entitled to only one (1) Floating Holiday. Employees with more than six (6) months plant seniority but less than twelve (12) months of plant seniority will be entitled to only two (2) Floating Holidays.

Employees with more than one (1) year plant seniority but less than two (2) years plant seniority will be entitled to only four (4) Floating Holidays per year and employees with more than two (2) years plant seniority will be entitled to all holidays as are indicated.

- (d) Floating Holidays cannot be taken in conjunction with other Statutory Holidays, however, they can be tied to Bereavement Leaves and/or vacations with special permission from the Mine Manager.
- (e) The maximum Floating Holidays that can be taken at one time will be held at five (5) days.

Note: In order to be entitled to pay for the Floating Holidays, the employee must comply to all other subsections of Article 9.

- (f) Floating Holidays that are not taken or scheduled as of December 1st of each year will be paid for as of mid-December for each year.

9.03

- (a) If an employee is required to work more than 8 hours on any of the holidays, his overtime rate shall be two and one-half (2 1 / 2) times his standard hourly rate.
- (b) If an employee is required to work more than 8 hours on any of the designated Special Statutory Holidays, his overtime rate shall be three (3) times his standard hourly rate.

9.04 An **employee** not working on any of the holidays named in 9.01 will be paid at his **regular hours** per day times his applicable **hourly** rate. The **current** gold bonus is to be considered **part** of the employee's hourly rate.

9.05 He will not be paid for an unworked holiday if:

- (a) He has been **instructed** to report for his regular work on such a holiday and has failed to do so.
- (b) He has been absent on his last **regularly** scheduled shift before **and/or** his **first regularly** scheduled shift after such holiday, unless he has been granted leave of absence in writing by the Mine Manager or Acting Mine Manager in advance of the day before the holiday; or unless he is absent as a result of a legitimate illness or injury.
- (c) His absence in either (a) or (b) is due to a leave of absence in excess of seven (7) days.
- (d) He is a probationary employee provided that he will be paid for the holiday on the **first** pay period after the completion of his probationary period, if he **otherwise** qualifies.

9.06 If a holiday **occurs** during an employee's vacation he shall receive an extra day's pay for such day, and his vacation **shall** be extended **accordingly**, providing he has worked his full regularly scheduled shift both immediately before and after such vacation period.

9.07 The standard work week shall be reduced by eight (8) hours for each holiday falling within the week.

9.08 If any of the above holidays should fall on a Saturday or Sunday, the Company and the

Union shall meet prior to the holiday and mutually agree to assign such day of observance to either Friday or Monday.

9.09 If an employee feels he has been unjustly disqualified, he will have the opportunity to bring this matter up at the Union Management Meeting.

ARTICLE 10 - WAGES

10.01 The Company agrees to pay and the Union agrees to accept the Schedule of Wages appended hereto as Appendix 'A'.

10.02 Shift Premiums will be twenty-five cents (25¢) per hour for afternoon shift 3:00 p.m. to 11:00 p.m. and twenty-five cents (25¢) per hour for those crews working night shift 7:00 p.m. to 3:00 a.m. The shift premium for the mill crews working the twelve (12) hour night shift will be thirty cents (30¢) per hour. A shift premium of thirty-five cents (35¢) per hour worked, for the 11:00 p.m. to 7:00 a.m. shift.

10.03 Sunday Premiums of one dollar (\$1.00) per hour worked.

10.04

- (a) Tool Allowance of two hundred & twenty-five dollars (\$225.00) per year to the employees working in the following classifications.
- (b) Electricians, Mechanics, Carpenters, Welders, Surface Pipefitters, Machinists, Plumbers, Blacksmiths.
- (c) The employee must have tools to the value of two hundred & twenty-five dollars (\$225.00) and the Company does not provide the tools. Payment to be made on the first pay in December.

10.05 Steady Day Shift employees will be allowed one-half hour for annual chest X-rays.

10.06 Gold Bonus

- (a) A Gold Bonus will be paid in conjunction with the following; by one cent (**1¢**) per hour for each one dollar (**\$1.00**) per ounce that the value of Gold exceeds four hundred dollars (**\$400.00**) and up to a ceiling of five hundred and fifty dollars (**\$550.00**) per **fine** ounce in Canadian Funds, calculated to the nearest cent. Thus, **0.5** or over will be paid to the employee and less than **0.5** to the Company. **The Gold Bonus will** be calculated every month.
- (b) To obtain the monthly value of Gold per **fine** ounce, the Company will use the monthly statements as supplied by the Bank of Nova Scotia, Toronto. A copy of the foregoing statement **will** be **mailed** to the Union and a copy **will** also be posted on the main Bulletin Board in the Mine Dry.

10.07 Payday shall be every second Thursday.

10.08 Any employee who is required to instruct a training program employee as his regular helper will receive an allowance of twenty-five cents (**25¢**) per hour. This **shall** not apply when the trainee is an additional man in the work place.

10.09 In the event that legislation is enacted to **control** compensation earned by employees, the Company agrees to reinstate wording which **would** have the same effect and meaning of the deleted clauses 10.09 and 10.12 inclusive of June 1, 1977 contract.

**ARTICLE 11 - HOURS OF WORK AND
OVERTIME**

11.01 Underground - Approximately eight (8) hours collar to collar shall constitute a regular shift's work. Any delay due to necessary repair work or safety consideration or causes beyond the control of the Company shall be paid for on the basis of straight time only, but such time shall not be considered time worked for the purpose of computing weekly overtime. There will be an allowance of thirty (30) minutes for lunch during each shift but employees shall be under the Company's orders during this lunch period. The time taken in proceeding to and returning from the lunch place shall be included in the thirty (30) minutes in cases where the lunch is not eaten at the working place.

11.02 Surface Three-Shift Work - Eight (8) hours at the working place shall constitute a shift's work. There will be an allowance of thirty (30) minutes for lunch during each shift but employees will be under Company's orders during the lunch period and will be expected to maintain supervision of their equipment.

11.03 Surface Day Shift - The working shift for surface day shift employees, except those on a three-shift schedule, shall be eight (8) hours at the working place with a lunch period of one-half (1/2) hour on the employee's own time.

11.04 Work Week - The work week for all underground and surface employees, excepting employees on three (3) shift operations, will be forty (40) hours per week. The work week for employees on three (3) shift continuous schedule will average forty-two (42) hours per week over a cycle of four (4) weeks. Employees working on the 12 hour

shifts, continuous schedule, will average 42 hours per week, over a four (4) week cycle.

11.05

- (a) Overtime at the rate of one and one-half (1 1/2) times an employee's applicable rate per hour shall be paid for all time actually worked by him in excess of his regularly scheduled hours per day or his regularly scheduled hours per week. In respect to an employee on three (3) shift continuous schedules, overtime at the rate of one and one-half (1 1/2) times the employee's applicable rate per hour shall also be paid for the time actually worked by him in excess of forty (40) hours per week or as reduced pursuant to 9.06. In each case, overtime payment shall be subject to 11.01 of this Article.
- (b) Where an employee has been granted a leave of absence for Union Business, such time shall be **recognized** as hours worked for the purpose of calculating overtime.

11.06 Time allowed as overtime in any work day or paid at a premium in accordance with 9.01 and 9.02 shall not again be allowed as overtime or used for the purpose of calculating overtime in the work week.

11.07 Overtime worked by employees by mutual agreement between employees and with the approval of the Company will not be paid for at overtime rates.

11.08 The Company does not guarantee to maintain the work week or working hours presently in force,

11.09 The work week shall commence with the day shift on Monday.

11.10 In arranging work schedules for workers, an employee's two days off per week shall be consecutive.

11.11 All overtime work shall be shared as equitably as possible amongst those employees normally performing the work.

11.12 The Company shall provide transportation home to employees who are required to work overtime, when the employee's regular transportation is not available.

11.13 The Company will provide adequate meals to those employees who are required to work more than five (5) hours beyond their last eating period. However, the foregoing will be upon the employee(s) request.

11.14 The Company agrees that no employee will be requested to change shifts during his work week with less than a minimum of 8 hours between shifts. If the foregoing is not the case, then the second shift will be paid at overtime rates.

ARTICLE 12 - GROUP SICKNESS AND ACCIDENT PLAN

12.01 It is agreed that existing benefits accruing to employees not otherwise mentioned herein shall not be changed or eliminated during the term of this Agreement.

12.02 The Company shall ensure the payment of premiums of the following Plans in order for employees covered to receive the benefits set forth below:

- (a) Life Insurance \$30,000.00 Year 1 and Year 2, \$35,000.00 Year 3; and Accidental Death

- and Dismemberment Insurance **\$30,000.00** Year 1 and Year 2, **\$35,000.00** Year 3 per employee for all accidental injuries.
- (b) Life Insurance coverage for spouse **\$4,000.00** and for each child **\$2,000.00**.
 - (c) Ontario Health Insurance Plan.
 - (d) Weekly sickness and accidents benefits at **\$250.00** per week for the first 2 weeks and **\$350.00** per week for the next 24 weeks. The employees are eligible for the benefit starting on the first day of **hospitalization**, first day of an accident, the fifth day of illness.
 - (e) A long term disability insurance plan for employees which provides a monthly payment in the amount of **\$800.00** per month Year 1, **\$850.00** per month Year 2, and **\$900.00** per month Year 3, commencing upon the **expiry** of the weekly sickness and accidents benefits until age 65 or death, whichever occurs **first**.
 - (f) London Life Healthguard Benefits, or its equivalent, which includes a prescription drug plan covering **100%** the costs of prescription drugs.
 - (g) London Life Healthguard Dental Benefits which will include **50%** of the cost of dentures and/or their maintenance and repair; and **50%** of the cost of restorative; and **50%** of the cost of orthodontics, with the current **O.D.A.** Schedule of Rates.
 - (h) Vision Care Plan for prescription glasses or contact lenses for an employee or his immediate dependents, to a maximum amount of **\$150.00** per family member, every two **years**.
 - (i) New employees will qualify for those benefits outlined in Article 12.02 on the **1st** day of the month following completion of their probationary period.

12.03 The new benefits will be applicable effective on signing of this agreement for all current active employees which are eligible for benefits.

12.04 The Company will contribute the necessary sums to a pension plan to provide employees with a monthly pension benefit as follows:

- (a) Effective year (1) one, following the date of signing of the Collective Agreement, a thirteen (\$13.00) dollar monthly pension per year of service commencing with the date of last hiring.
- (b) Effective year (2) two, a fourteen (\$14.00) dollar monthly pension per year of service commencing with the date of last hiring.
- (c) Effective year (3) three, a fifteen (\$15.00) dollar monthly pension per year of service commencing with the date of last hiring.

Effective on the date of signing of this Collective Agreement, the contributions for future services will amount to:

Year (1) one	\$17.00
Year (2) two	\$17.00
Year (3) three	\$19.00

Thus an employee with 10 years accumulated service and 6 future years of service, his monthly pension would amount to:

10 years x \$15.00	= \$150.00
Year one x \$17.00	= 17.00
Year two x \$17.00	= 17.00
4 years x \$19.00	= 76.00
TOTAL MONTHLY PENSION	= \$260.00

12.05 Pension payments start on Normal Retirement Date and continue monthly for life.

However, if the employee should die within 10 years after retirement, the pension payments will continue to be paid to the employee's beneficiary until payments have been made for at least 120 months in total to the employee or beneficiary.

12.06 The Normal Retirement Date is the **first** day of the month coinciding with or following the attainment of age 65. The employee may retire early with the consent of the Company at a reduced pension. The earliest date for early retirement is 10 years prior to Normal Retirement Date.

12.07 The Company's contributions to provide a pension benefit to employees will be vested to the employee upon completion of two (2) years of continuous service. Should an employee terminate his employment prior to retirement, he will be entitled to receive a pension amounting to his vested benefits at the age of retirement.

12.08 In the event of death prior to Normal Retirement, all the vested Company contributions will be payable to your beneficiary.

ARTICLE 13 - REPORTING, EMERGENCY AND INJURY PAY

13.01 An employee who reports for work without having previously been notified not to report shall be given four (4) hours pay or four (4) hours work on a job other than his own, provided that in either case it shall be the rate which he normally receives. This shall not apply in case of fire, flood, breakdown of equipment or break in the power line or other causes beyond the control of the Company.

13.02 Employees who are called back to work outside their regular hours shall be paid for four (4)

hours work at their regular rate, or overtime whichever is the greater.

13.03 Injury - If an Employee suffers an injury while at work, as a direct result of his work, and is sent home before the end of his shift by supervision, **first-aid** attendant or doctor, he shall be paid for the full shift at his normal rate of pay plus gold bonus.

Nothing in this Clause shall prejudice the Employee or the Company with respect to the intent, interpretation or regulations of the Workmen's Compensation Act of Ontario.

13.04 A copy of the letter disputing any W.C.B. Claim will be sent to the Union or the Company by the disputing party.

ARTICLE 14 - VACATION

14.01 For the purpose of administering vacation pay, the anniversary date of the employee shall be the termination of each vacation year.

14.02 An employee having completed one (1) year or more and less than three (3) years of continuous service as of his anniversary date, will be entitled to two (2) weeks vacation and to vacation pay at the rate of four percent (4%) of his earnings of the previous year.

14.03 An employee having completed three (3) years of continuous service as of his anniversary date, will be entitled to three (3) weeks vacation and to vacation pay at the rate of six percent (6%) of his earnings of the previous year.

14.04 An employee who has completed ten (10) years of continuous service as of his anniversary

date, will be entitled to four (4) weeks vacation and to vacation pay at the rate of nine (9%) of his earnings of the previous year.

14.05

- (a) An employee who has completed eighteen (18) years of continuous service as of his anniversary date, will be entitled to five (5) weeks vacation and to vacation pay at the rate of eleven percent (11%) of his earnings of the previous year.
- (b) An employee who has completed twenty-five (25) years of continuous service as of his anniversary date, will be entitled to six (6) weeks vacation and to vacation pay at the rate of thirteen percent (13%) of his earnings of the previous year.

14.06 The vacation shall be granted subject to the following conditions:

- (a) The vacation must be taken.
- (b) All employees must have vacation slips completed and approved by their respective Department Heads before leaving.
- (c) Vacation pay will be paid on the last preceding pay period prior to the employee's vacation.
- (d) During the first week of December of each year, the Company will post a list of those employees who have not taken their annual vacations.

14.07 An employee who quits or is laid-off will be paid the vacation allowance he would otherwise be entitled to.

14.08 The vacation period shall be between February 1st and November 30th except for special cases which must be approved by the Mine

Manager or Acting Manager, on recommendation of the Department Head.

- (a) Employees who have filed their vacation schedule with the Company prior to February 15th will have priority over employees who have filed at a later date.
- (b) A Vacation List shall be posted in each department by February 1st showing the name and seniority of each employee with the amount of vacation in weeks and the number of floaters which may be taken.
- (c) Employees will be notified by January 15th of any scheduled plant shut-down in which case employees would be obligated to take their vacation at that time.

14.09 The wishes of the employee will be considered in allotting vacation times but the Company reserves the right to schedule vacation periods. However, to insure the orderly and efficient operations of the Mine and Plant, such vacation periods may be re-scheduled.

14.10 In cases of long lay-off due to accident or when payment under the sickness and accident policy have run out, the Company may make payment for vacation pay to an employee on a compassionate basis should the employee so desire in lieu of vacation. Such payment will be cleared through the Department of Labour.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Union shall have the exclusive use of a large bulletin board for the posting of Union notices. In the event of an objection by the Company to any posted material, it shall be removed pending a joint meeting of the Company and the Grievance Committee to resolve the matter.

ARTICLE 16 - SAFETY, HEALTH AND WORKING CONDITIONS

16.1 Preamble

It is understood that the guidelines drawn up by the Joint Health & Safety Committee may be altered upon mutual agreement by both parties. However, these guidelines will be followed and not abandoned through changes in Management or Union during the life of this current contract.

The Company and Union recognize the importance of promoting and enforcing the safety rules prescribed by the 1983 Occupational Health & Safety Act and/ or Revisions.

It is our firm belief that through joint education programs, joint investigation of problems, and joint resolution of those problems, just rewards will be enhanced for all, and the workplace will be made safe and healthy for all employees.

The parties acknowledge that the proper functioning of the Joint Health & Safety Committee can only be carried out where the representatives of the Employer and of the workers are committed to these responsibilities.

All employees will be instructed to discuss their problems with their immediate supervisor before bringing it to the attention of the Committee.

Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reporting in the meeting notes.

The Committee may accept any items as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the agenda in meeting will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

Committee meetings are not to become a forum for gripes or grievances, and shall deal only with health and safety items. Mutual understanding and cooperation is to be sought for the benefit of all: employer and employees.

All items that are resolved will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.

Where an item raises policy issues, it shall be referred to the Mine Manager for consideration and written reports **filed** with the Committee.

The Committee will work within a set of guidelines. Amendments, deletions or additions to these guidelines must have the consensus of the total Committee and approval by the Union and Employer.

The parties hereto adopt the following in good faith and agree to promote and assist the Joint Health and Safety Committee whenever and wherever possible.

16.2 Structure of Committee

The Joint Health and Safety Committee (referred to hereafter as “The Joint Committee”), shall consist of six **(6)** members, equal numbers from the Company and workers. Worker members shall be selected by the Union.

The Joint Committee shall meet at least six **(6)** times a year, or as the Committee shall determine.

There shall be two Co-chairpersons, one **(1)** from the Company and one **(1)** from the Union, appointed for a term of one year who shall alternate the chair at meetings.

A co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the **regular** business of the meeting.

16.3.0 Functions of Joint Committee

16.3.1 The functions of the Joint Committee shall be:

- (a) To identify, evaluate and recommend a resolution of matter pertaining to health and safety in the workplace to appropriate mine manager.
- (b) To ensure that education and training programs are sufficient that all employees are thoroughly knowledgeable in their rights, restrictions and responsibilities and duties under the Occupational Health and Safety Act.
- (c) To deal with any matter that the Committee deems appropriate.

16.3.2 The members of the Committee who represent the Union shall designate one of the members representing the Union or an alternate to inspect the physical condition of the workplace, accompanied by a management member of the Committee.

16.3.3 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace audit form and signed by both members of the inspection team.

16.3.4 The workplace audit form will be forwarded to the Joint Committee and to the mine manager within four days of the workplace inspection.

16.3.5 When requested by the Committee, the mine manager will communicate in writing directly with the co-chairpersons, giving their assessment of the problem and outlining the parties responsible to resolve the matter along with a time frame when the matter will be resolved.

16.3.6 The Joint Committee will designate two members and alternatives if required, chosen by those they represent, to investigate all serious workplace accidents and incidents that have the potential for a serious accident. The inspection team will be responsible to oversee the requirements prescribed in Section 25 and 26 of the Act are carried out.

16.3.7 The Joint Committee will designate two members and alternatives if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out his inspection of the workplace.

16.3.8 The Joint Committee members representing workers will designate one of their members and alternates if required to represent workers involved in a work refusal, and to ensure the procedure for work refusal is followed. One (1) representative from the Company and one (1) representative from the Union shall be present.

16.3.9 The Joint Committee will address matters related to Designated Substance Regulations where applicable.

16.3.10 The Company will grant to the members of the Health & Safety Committee a leave of absence in order to participate in training, etc. up to an aggregate total of twenty (20) days per year, paid at the regular basic hourly rate of the employee plus any applicable gold bonus. For such leave(s) of absence the Company will pay for the first ten (10) days, the balance will be paid by the Union.

16.4 Meeting Notes - The Employer will supply a secretary for the meeting to take meeting notes and be responsible to have the notes typed,

circulated and filed within one calendar week of the meeting, or as the Committee may from time to **time** instruct.

Notes of the meeting will be reviewed, and corrected where necessary, by the co-chairpersons, then signed and circulated to all Committee members and a copy forwarded to the mine manager and union before any broader circulation takes place. Agenda items will be identified and be readily available in a proper filing system.

16.5 Quorum - The Joint Committee shall have a quorum of four (4) members present in order to conduct business.

16.6 Payment for Attendance at Meetings - All time spent in attendance at Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's current rate of pay for performing work, and the time spent is to be considered as time at work.

16.7 Meeting Agenda - The co-chairpersons will prepare an agenda and forward a copy of the Agenda to all Committee members.

16.8 The Company shall issue notice to the designated person and supervisors on the day preceding the inspection date, reminding them of the date for the inspection.

Our Motto:

“SAFETY / PRODUCTION & COSTS”

ARTICLE 17 - COLLECTION OF DUES

17.01 The regular monthly dues of the Union will be deducted from the wages of each employee in the bargaining unit. The amount of such deduction shall be in accordance with

instructions receiving in writing from the Union and the total amount deducted shall be forwarded to the Union.

17.02 The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with this Article.

17.03 The Company will include on each employee's T-4 Slip the amount of Union dues paid during the year.

ARTICLE 18 - CONTRACTING OUT

18.01 It is the general policy of the Company not to contract out any Bargaining Unit work. The Company appreciates the Union's concern for its members with respect to **contracting** out and wherever possible, we will **utilize** our employees to perform work normally performed by such employees.

In the future, if additional work is being considered for contracting out for a period in excess of ten (10) days, the Company will discuss and review the work in question with the Union committee of three (3). Prior to this additional work being commenced, it is also agreed, that if it becomes necessary for the Company to contract out work, then:

- (a) no employee will be laid off,
- (b) no employee will suffer from reclassification and/or reduction in his rate,
- (c) no employee will be required to do work not normal to his job classification.

ARTICLE 19 - ADDRESS - COMPANY AND
UNION



19.01 The main address of the Union is:

United Steelworkers of America,
Local 4584,
Box 325,
KIRKLAND LAKE, Ontario
P2N 3H7.

and of the Company

LAC Minerals Ltd.,
Macassa Division,
Box 550,
KIRKLAND LAKE, Ontario.
P2N 3J7

ARTICLE 20 - TERMINATION AND RENEWAL

20.01 This Agreement shall become effective on July 5th, 1988 and shall remain in effect until and including July 4th, 1991 or any subsequent anniversary date. The parties will meet within fifteen (15) days after notification as above mentioned unless the time is extended by mutual consent in writing.

ARTICLE 21 - EDUCATION FUND

21.01 The Company shall pay one (1) cent per hour for each hour worked by the employees to an education fund to be administered by the Local Union. This money is to be sent to the Local Union quarterly.

ARTICLE 22 - NEW JOBS OR CHANGES

22.01 In the event of a newly created job, or

changes to present job classifications, or changes to the present wage schedule, such changes shall be negotiated by the parties and incorporated in the wage schedule. However, in no case, will any new wage schedule exceed those as established by this Agreement. Failure of the parties to reach an agreement, the matter shall be processed in accordance to Article 6 - Adjustment of Complaints and Grievances - Section 6.04 (a).

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 "Technological changes" shall mean, in part, the introduction by the Company of a change(s) in the work, or a change(s) in the equipment or material from the equipment or materials previously used by the Company, or a change(s) in the manner in which the Company carries on its work, related to the introduction of such equipment or material. In the event of technological change(s), the following measures shall be taken:

- (a) an employee who is rendered redundant or displaced from his job as a result of technological change shall have an opportunity to fill any vacancy for which he has seniority and is qualified to perform in a safe and efficient manner and, if there is no vacancy, shall have the right to displace employees with less seniority provided he is qualified to perform his job;
- (b) it is agreed, where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall be given a training period which will not exceed 20 days, to fulfill the requirements of the job in question, without reduction of hours of work and/or rates of pay.

- (c) the employer shall notify the Union three (3) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

ARTICLE 24 - LETTERS OF UNDERSTANDING

24.01 It is understood that all Letters of Understanding or Intent shall become part of the terms, conditions and etc. as contained in the Collective Agreement.

FOR THE UNION

Steve Yee - President

Guy Carlson - Member of the Negotiating Committee

George Chodoriwski - Member of the Negotiating Committee

Wally Mazepa - Member of the Negotiating Committee

Luc Desmarais - Member of the Negotiating Committee

Roger Aubut - Staff Representative, U.S.W.A.

FOR THE COMPANY

Don Bruce - General Manager

Al Fong - Safety & Personnel Director

Bill Glover - Mine Manager

Frank Armitage - Manager, Human & Public Relations

APPENDIX "A"
LAC MINERALS LTD./MACASSA DIVISION
 SCHEDULED WAGE RATES
 — UNDERGROUND DEPARTMENT

	YEAR 1	YEAR 2	YEAR 3
Shaft Inspector & Maintenance, Shaftman & Maintenance, Sampler Leader	\$15.82	\$16.45	\$17.11
 Miner Class 1 Miner, Timberman, Trackman, Shaftman, Cage / Skiptender, Sampler, Sanitation, Pipefitter	 \$15.48	 \$16.10	 \$16.74
 Miner Class 2 Deckman, Motorman/Chutepuller , Sampler, Miner, Timberman, Trackman	 \$15.31	 \$15.92	 \$16.56
 Miner Class 3 Helpers, Chutepullers	 \$14.45	 \$15.03	 \$15.63
 U / G Labour	 \$14.10	 \$14.66	 \$15.25
 MECHANICAL/ELECTRICAL & SURFACE DEPARTMENTS			
Electrical & Mechanical Technician, Pipefitter/Fire Chief	\$17.14	\$17.83	\$18.54
 Electrical/Mechanical & Surface Leader, Machinist / Chief, Finishing Carpenter	 \$16.56	 \$17.22	 \$17.91
 Tradesman Claw 1 Machinist, Welder, Mechanic, Electrician, Carpenter, Pipefitter, Blacksmith , Hoistman, Drill Repairman, Dredge Operator	 \$16.28	 \$16.93	 \$17.61
 Pumpman	 \$15.77	 \$16.40	 \$17.06

Tradesman Class 2

Machinist, Welder, Mechanic,
Electrician, Carpenter, Blacksmith,
Bit Grinder, Pumpman, Heavy Equipment
Operator, Electrical Lamptender

Screen Plant Operator	\$15.41	\$16.03	\$16.67
Truck Driver	\$15.25	\$15.86	\$16.49

Tradesman Class 3

Trades Helpers, Lamptender, Dryman,
Night Watchman, Truck Driver,
Dredge Helper

	\$14.45	\$15.03	\$15.63
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Labourers	\$14.09	\$14.65	\$15.24
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NOTE: Hoistman. requiring Compressor Papers Additional
25¢ per hour

MILL (Assaying & Crushing) DEPARTMENT

Mill Class 1

Solution Operator, Refinery/Furnaceman

Assay Relief, Alternate,

Crushing Plant Operator	\$16.28	\$16.93	\$17.61
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A. A. Operator	\$15.82	\$16.45	\$17.11
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Mill Class 2

Grinding Operator, Refineryman, Assay

Crusherman and Assistant on A. A.

Exp. Laboratory	\$15.36	\$15.97	\$16.61
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Mill Class 3

Operator's Helper, Assay Crusherman

Refinery Helper	\$14.45	\$15.03	\$15.63
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Mill Labour	\$14.10	\$14.66	\$15.25
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SCHEDULE "A"

LETTER OF UNDERSTANDING

May 14th, 1985.

1. No. 2 **Winze/Shaft** Crews:

In an effort to develop and maintain safe, **efficient** and reliable crews (not missing shifts) and in order to further promote safety at the Mine, these crews will be required to look after the Housekeeping on the stations. Accordingly, all regular, normally scheduled crews at the No. 2 **Winze** will receive the following Company Time Bonus, as follows:

Cage/Skiptender \$11.00 per/shift
Deckman.. . . . \$ 8.00 per/shift
Hoistman \$ 6.50 per/shift

However, this Company Time Bonus, is subject to obtaining our objectives as per the aforementioned.

2. Oil pants and jackets will be supplied to the following shaft crews:

All regular cagetenders,
two (2) sets per year.
The regular Shaft Inspector,
two (2) sets per year.
All regular Deckmen,
one (1) set per year.

3. **Dayshift** Starting Time:

The original starting time of work was established **50** years ago, under different times, conditions and life styles. Accordingly, we feel very strongly that in order for us to maintain a **SAFE!** and **EFFICIENT** mining operation, we must maintain the current starting time.

However, if necessary and providing that a majority of the employees involved wanted a change back to the 1/2 hour earlier starting time of 6:50 a.m. (now 7:20 a.m.) then we could consider the change for the summer months of June, July and August.

SCHEDULE "B"

LETTER OF UNDERSTANDING

- (a) The Company will post the incentive standards and rates on the mine bulletin board and supply the Union with a copy.
- (b) The Company will post the bonus earnings of all employees as soon after they are calculated as possible.
- (c) The Company will give each employee on bonus a statement of how his bonus was calculated.
- (d) The Company agrees that the Mine Superintendent will meet with the Union President once per month or as mutually agreed upon, to address any concerns regarding the incentive I bonus system.

SCHEDULE "C"

LETTER OF UNDERSTANDING

June 21st, 1988.

Mr. Roger Aubut,
Staff Representative,
United Steelworkers of America,
P.O. Box 325,
Kirkland Lake, Ontario.
P2N 3H7

Dear Sir:

It is understood, that subsequent to ratification

of the agreement, an active employee who becomes absent from work due to illness or non-occupational accident for a period equal to his Plant Seniority or for twenty-four (24) months, whichever is the greater of the two, or until he reaches the retirement age of 65 years, will receive health benefits as outlined in Article 12 of the Collective Agreement.

When an employee receives long-term disability coverage, the Company's pension contributions, holidays and floaters, will be suspended. However, his accrued vested pension benefits will be available as a pension upon retirement. Also the current group life insurance coverage will remain in effect to age 65.

This understanding does not apply to employees who are still absent from work due to sickness or a non-occupational accident, which occurred prior to July 5th, 1985.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover
Mine Manager

SCHEDULE "D"

LETTER OF UNDERSTANDING

June 15th, 1988

Mr. Roger Aubut,
Staff Representative,
United Steelworkers of America,
P.O. Box 325,
KIRKLAND LAKE, Ontario.
P2N 3H7

RE: Section 8.08

This letter will confirm that the line of progression referred to in section 8.08 shall exist in the Mill commencing with the job of Grinding Operator, progressing to Solution Operator and ending with Alternate.

Continuous operating seniority in the Grinding Operation shall be the determining factor in all promotions to the Solution Operator. Continuous operating seniority in the Solution Operation shall be the determining factor in all promotions to the Alternate.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover
Mine Manager

SCHEDULE "E"

LETTER OF UNDERSTANDING

May 14th, 1985

Mr. Roger Aubut,
United Steelworkers of America,
Local 4584,
P.O. Box 325,
KIRKLAND LAKE!, Ontario
P2N 3H7

RE: Alcohol and Drug Addiction

Dear Roger,

The Company recognizes that an employee, incapable of performing his or her normal duties due to drug or alcohol addiction will have the opportunity to receive treatment when otherwise would have been discharged.

Due to the complexity of drug and alcohol addiction each case will be handled discretely on an individual basis. The Company will consider recommendations from the joint Health and Safety Committee prior to implementing a program of rehabilitation.

It is understood that during the rehabilitation period, he or she will remain as an employee of the Company providing the employee fully cooperates with the program.

Yours very truly,

LAC MINERALS LTD.
Macassa Division

Don Bruce
Senior Mine Manager/Eastern Ontario

SCHEDULE "F"

LETTER OF UNDERSTANDING

June 1st, 1985.

Mr, Roger Aubut,
United Steelworkers of America,
Local 4584,
P.O. Box 325,
KIRKLAND LAKE, Ontario.
P2N 3H7

RE: Students

Dear Roger,

The Company agrees to adopt the following policy with regard to the employment of students.

Students who are hired for temporary work shall be permitted to remain on the job only as long as their school vacation lasts (or four months for Waterloo Co-operative Program Students) and at this time their services as a student will be

terminated. A student may be rehired as a permanent employee with all rights starting at the date of **re-hire**.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Don Bruce
Senior Mine Manager/Eastern Ontario

SCHEDULE "G"

LETTER OF UNDERSTANDING

Mr. Roger **Aubut**,
United Steelworkers of America,
Local 4584,
P.O. Box 325,
KIRKLAND LAKE, Ontario.
P2N 3J7

Dear Sir,

This letter will **confirm** that the Company intends to practice the policy, where it does not conflict with seniority rules or the efficient operations of the workplace, of having the **first** crew to start a workplace being the last one to leave it.

Yours very truly,

LAC MINERALS LTD.
Macassa Division

Don Bruce
Senior Mine Manager /Eastern Ontario

SCHEDULE "H"

LETTER OF UNDERSTANDING

May 2nd, 1985.

Mr, Don Bruce,
Senior Mine Manager / Eastern Ontario
Lac Minerals Ltd.
Macassa Division,
Box 550
Kirkland Lake, Ontario.
P2N 3J7

Dear Mr. Bruce,

The Purpose of **Article 23**, Section **23.01 (c)** is to afford the bargaining agent proper notification in regards to the Company implementing Technological Change in any section of their plant or plants that will adversely affect employee(s) through hardship of lay-offs, loss of wages or change in working conditions.

This Section in no way prevents the Company from introducing Technological Change, but before doing so, it must notify the bargaining agent in order that both patties shall discuss the effects of Technological Change on the Members of Local Union **4584**, United Steelworkers of America.

SIGNED:

Roger Aubut

Don Bruce

SCHEDULE "I"

LETTER OF UNDERSTANDING

May 15th, 1982.

RE: 12 Hour Workday

On December 1st, 1980, at our Union-Management meeting the employees made a formal request for beginning a 12 hour workday. The people affected with the 12 hour day are the ball mill and solution operators who normally work an 8 hour shift on around the clock basis - seven day week operation (operators and alternates).

Terms:

The basic understanding of entering into this agreement is that the 12 hour workday does not cost the Company any more than it would under the normal 8 hour arrangement and also that the employees would earn no less than they would under the 8 hour workday.

Since both Company and Employees agree, then additional language will not be necessary, if questions should arise concerning work schedules, overtime, vacations, etc. all questions would be answered by referring to our Collective Agreement and applying the basic understanding.

(8.16) Eligibility for bereavement pay would be on the basis of 12 hours for each scheduled day of work while on bereavement leave, but in no event more than the amount that they would have been eligible for under the 8 hour provision for the duration of the bereavement leave.

(8.17) Jury duty for those employees called to serve as a juror or crown witness (witness for the state) would be paid for all hours lost from scheduled

work, less any amounts that they received from the court for their appearance.

(9.02) Floating holidays will be based on actual hours, example 3 floaters on 8 hour day would represent 2 floaters on 12 hour day.

(9.03) & (11.05) Holiday premium would be paid at the rate of time and one half for all hours worked except for Christmas, Boxing Day, and New Year's where the holiday premium would be paid at two times the hourly rate for all hours worked.

(9.04) A holiday not worked but which the employee was entitled to holiday allowance would be paid at 8 times the employee's normal hourly rate.

(9.07) & (11.04) & (11.05) The work schedule, a copy of which is attached, provides for an average of 42 hours of work per week in a four week scheduling cycle. Our labour agreement provides for overtime to be paid after 40 hours in a work week or 8 hours in a workday. Our arrangement with the 12 hour workday is that the employees will be paid the premium rate for work in excess of 12 hours in a scheduled workday and for work in excess of 36 hours in a work week in which they are scheduled to work 36 hours and in excess of 44 hours in a work week in which they are scheduled to work 48 hours.

It is agreed that an employee would not be required to work more than 16 consecutive hours before being excused to go home. To handle the problem of the "No Show" and other absentee or late reporting problems the parties agree to arrange where an employee is off shift would be available to be called into work by a supervisor in the event that an employee failed to report for the regularly

scheduled shift or give the Company notification of his absence. Alternates who generally work steady day shift on 8 hour workday will be available for holiday replacement, sick leave, floaters. etc.

The foregoing arrangement is subject to withdrawal or cancellation by either the Union or the Company following a 30 day notice to the other party.

Don Bruce,
Senior Mine Manager/ Eastern Ontario.

Roger Aubut, Representative
United Steelworkers of America,
Local 4584.

**WORK SCHEDULE FOR PROPOSED
12 HOUR SHIFT**

CREW	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
A	- - NN - - D	DD - - NN -	- - DD - - N	NN - - DD -
B	DD - - NN -	- - DD - - N	NN - - DD -	- - NN - - D
C	- - DD - - N	NN - - DD -	- - NN - - D	DD - - NN -
D	NN - - DD -	- - NN - - D	DD - - NN -	- - DD - - N

SCHEDULE "J"

LETTER OF UNDERSTANDING

May 3rd, 1982.

Roger Aubut, Staff Representative,
United Steelworkers of America,
Local 4584,
P.O. Box 325,
Kirkland Lake, Ontario.

Dear Sir:

**Re: Chief Security Officer and/or
Plant Security Guards**

Due to a number of major reasons, at some point in the future, **our** tentative plans are to hire a qualified Chief Security Officer and Plant Security Guards for our total Kirkland Lake area. Thereby, covering security in the form of Bullion Protection, Plant Theft Control, Fire Protection, General Plant Security in all respects. Accordingly, these new employees will be on our staff payroll and will be excluded from employees bargaining group (now and I or in the future).

It is also fully understood that no employee(s) would be laid off **and/or** have a reduction in **their** rate of pay, due to the foregoing new Plant Security Program.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Harry E. Rutetzki,
Senior Vice President Operations

Don Bruce
Senior Mine Manager /Eastern Ontario

The Union, if in agreement with aforementioned terms and conditions regarding the matter in question, hereby, **confirm** their agreement by signing below.

Roger **Aubut**, Staff Representative

Allan Bigelow , Union President

SCHEDULE "K"

LETTER OF UNDERSTANDING

June 13th, 1988

Mr. Roger **Aubut**, Union Representative,
United Steelworkers of America,
Local 4584,
P.O. Box 325,
Kirkland Lake, Ontario.
P2N 3H7

Dear Sir,

This letter replaces our 'letter of understanding' regarding Schedule "K", dated May 14th, 1985, as we wish to confirm and agree, that on completion of the new **Macassa** Mill, all employees currently in the **Mill** Department will be transferred and **utilized** in their present job classifications.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover
Mine Manager

SCHEDULE "L"

LETTER OF UNDERSTANDING

June 21st, 1988

Mr. Roger **Aubut**,
Staff Representative,
United Steelworkers of America,
P.O. Box 325
Kirkland Lake, Ontario.
P2N 3H7

RE: HUMANITARIAN FUND

Dear Sir,

This letter will confirm that the Company, as agreed upon during 1988 negotiations, will match 1¢ for 1¢, the monies contributed by the workers at our Macassa Division to the Humanitarian Fund. These monies will be submitted on a monthly basis.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover
Mine Manager

SCHEDULE 'M'

LETTER OF UNDERSTANDING

June 15th, 1988.

Mr. Roger Aubut,
Staff Representative
United Steelworkers of America,
P.O. Box 325,
Kirkland Lake, Ontario.

RE: job Posting Dredging Manpower

This letter will confirm our discussions whereby the Company agrees that:

- We will Job Post all initial vacancies Plant Wide for our Dredging Operations in the General Surface Department. This is on a One Time Basis only.

- Further, we agree to waive article **8.07** and **8.08** in this instance only.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover,
Mine Manager

SCHEDULE "N"

LETTER OF UNDERSTANDING

June 15th, 1988.

Mr. Roger Aubut,
Staff Representative,
United Steelworkers of America,
P.O. Box 325,
Kirkland Lake, Ontario.

RE: Article 10.05 - Contract Negotiations 1988

The parties mutually agree that the Company Safety & Personnel Director will meet with the Union Co-Chairman of the Health & Safety Committee to establish policies and practices as necessary ensuring that all medical examinations and monitoring of hazardous substances are identified and scheduled as required.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover
Mine Manager

SCHEDULE "O"

LETTER OF UNDERSTANDING

June 30th, 1988.

Mr. Roger Aubut, Staff Representative,
United Steelworkers of America,
P.O. Box 325,
Kirkland Lake, Ontario.

RE: hide 12.04 - Pension Past Service Adjustments

This letter will confirm our agreement reached during negotiations on the above date as follows:
All presently active employees, and those employees on early Macassa retirement, who retire during the life of this three (3) year agreement will receive a fifteen (\$15.00) dollar monthly pension per year of service commencing with their date of last hiring.

Yours truly,

LAC MINERALS LTD.
Macassa Division

Bill Glover,
Mine Manager

GRIEVANCE PROCEDURE

SHORT SUMMARY

STEP NO. 1

Within 5 days of occurrence.

Verbal: By aggrieved employee alone, or

Written: By aggrieved employee with Union Steward with Foreman, who replies within 48 hours.

STEP NO. 2

Written: Within 5 days reply.

By: Aggrieved employee with Union Steward.

With: Superior of shift boss or foreman - within 2 hours.

STEP NO. 3

Within 5 days of receipt of Superintendent's reply.

By: Union Representative

With: Manager or his appointee

STEP NO. 4

Arbitration: Within 21 days of Manager's reply.

TEN STEPS TO ACCIDENT PREVENTION

1. Correct, or report, unsafe conditions.
2. Use, adjust and repair equipment only when authorized.
3. Follow instructions; don't take chances. If you don't know, ask!
4. Help keep everything clean and orderly.
5. Report all injuries; get first aid promptly.
6. Use the right tools and equipment for the job; use them safely.
7. Wear prescribed protective equipment; wear safe clothing; keep them in good condition.
8. Don't horseplay; avoid distracting others.
9. When lifting, bend your knees; get help

- with heavy loads.
10. Comply **with** all safety rules and signs.

REMEMBER

SAFETY IS
EVERYONE'S **RESPONSIBILITY**